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ORIGINAL

19848-A

PM

January 4, 1996

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed are the original and two copies of the document described below, to be recorded pursuant to section 11301 of Title 49 of the U.S. Code.

The document, Memorandum of Sublease of Railroad Cars, is a sublease and a secondary document, dated December 27, 1995. The primary document to which this document is connected is recorded under Recordation No. 19848, dated December 28, 1995.

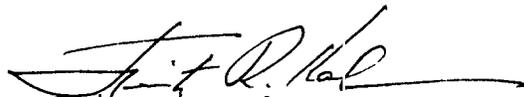
The names and addresses of the parties to the document are Kyle Railways Inc., Suite 310, 8687 East Via de Ventura, Scottsdale, Arizona 85258, and Archer-Daniels-Midland Company, P. O. Box 1470, Decatur, IL 62525.

The cars covered by the document are one hundred (100) covered hopper cars, KRIX 58001-58100, inclusive.

This firm's check for \$21 in payment of the fee is enclosed. Please return the original and any copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows: A sublease by Kyle Railways Inc. dated December 27, 1995, of 100 covered hopper cars, and connected to the document recorded under Recordation No. 19848, dated December 28, 1995.

Sincerely yours,


Fritz R. Kahn
Attorney for Kyle Railways Inc.

RECORDED
INDEXED

Counterparts - Fritz R. Kahn

19848-A

ORIGINAL

MEMORANDUM OF SUBLEASE OF RAILROAD CARS

THIS MEMORANDUM OF SUBLEASE OF RAILROAD CARS ("Memorandum of Sublease"), made as of December 27, 1995, is intended to evidence the Sublease of Railroad Cars, dated as of December 27, 1995 (the "Lease") between KYLE RAILWAYS INC., a Delaware corporation ("Lessor"), and ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation ("Lessee"), for the purpose of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 of U.S.C. 11303. Lessor has the right to sublease the railroad cars, more fully described in Exhibit "A" attached hereto (the "Units"). Lessee subleased from Lessor all the Units at the rentals and upon the terms and conditions provided in the Lease.

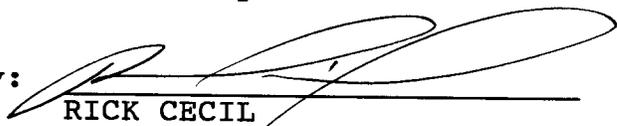
IN WITNESS WHEREOF, each party, pursuant to due corporate authority, has executed this Memorandum of Sublease on the date indicated below its signature.

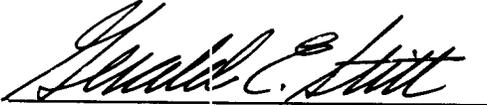
LESSOR

LESSEE

KYLE RAILWAYS INC.,
a Delaware Corporation

ARCHER-DANIELS-MIDLAND COMPANY

By: 
RICK CECIL

By: 
GERALD E. STITT

Title: Executive Vice President

Title: Senior Vice President,
Transportation

Date: December 28, 1995

Date: December 27, 1995

STATE OF Arizona)
COUNTY OF Maricopa) S

On this 28th day of December, 1995, before me personally appeared Rick Cecil, to me personally known, who, being by me duly sworn says that he is Exec. Vice President of Kyle Railroads Company, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Demaris K Williams
Notary Public

My Commission Expires: My Commission Expires Aug. 1, 1996

[Notarial Seal]

STATE OF Illinois)
COUNTY OF Macon) S

On this 27th day of December, 1995, before me personally appeared Gerald E Stitt, to me personally known, who, being by me duly sworn says that he is Senior Vice President of Archer Daniels Midland Co., that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia K Kelley
Notary Public

My Commission Expires: 9/30/98

[Notarial Seal]

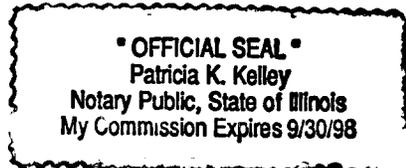


EXHIBIT "A"

To the Lease of Railroad Equipment dated as of December 27, 1995
between KYLE RAILWAYS INC. and ARCHER-DANIELS-MIDLAND COMPANY.

Equipment Description:

One Hundred (100) 5,127 cu. ft. covered hopper railway cars
manufactured by Trinity Industries, Inc.

Unit Numbers:

KRIX 58001 - 58100, inclusive

BALL JANIK LLP

A T T O R N E Y S

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FACSIMILE 202-783-6947

RECORDATION NO. 19848-A FILED

JAN 30 2001 3-14 PM

SUBJECT TRANSPORTATION BOARD

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

lgitomer@bjllp.com

January 30, 2001

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment and Assumption Agreement, a secondary document, dated as of January 30, 2001. The primary document to which this is connected is recorded under Recordation No. 19848. We request that one copy of this document be recorded under Recordation No. 19848-A.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Assignee:

Banc One Leasing Corporation
1111 Polaris Parkway, Suite A3
Columbus, OH 43065

Assignor:

Banc One Arizona Leasing Corporation
1111 Polaris Parkway, Suite A3
Columbus, OH 43065

A description of the equipment covered by the Assignment and Assumption Agreement consists of 100 110-ton covered hopper cars numbered KRIX 58001-58100, inclusive.

BALL JANIK LLP

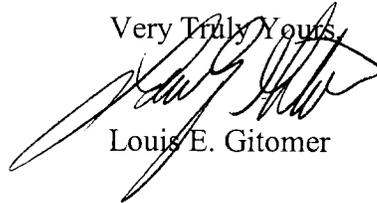
Honorable Vernon A. Williams
January 30, 2001
Page 2

A fee of \$ 27.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: an Assignment and Assumption Agreement between Banc One Leasing Corporation, 1111 Polaris Parkway, Suite A3, Columbus, OH 43065, and Banc One Arizona Leasing Corporation, 1111 Polaris Parkway, Suite A3, Columbus, OH 43065, covering 100 110-ton covered hopper cars numbered KRIX 58001-58100, inclusive.

Very Truly Yours

A handwritten signature in black ink, appearing to read 'Louis E. Gitomer', written over the typed name below.

Louis E. Gitomer

Enclosures

RECORDED BY 19848-A FILED

JAN 30 1996 3:14 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is dated as of January 30, 2001, by and between BANC ONE LEASING CORPORATION ("BANC ONE"), the assignee, and BANC ONE ARIZONA LEASING CORPORATION ("BANC ONE ARIZONA"), the assignor.

BANC ONE ARIZONA, as lessor, entered into an Equipment Lease Agreement dated as of December 27, 1995 with Kyle Railways, Inc. ("Kyle"), as lessee, to lease 100 110-ton covered hopper cars numbered KRIX 58001-58100, inclusive (the "Equipment"), to lessee. A Memorandum of Equipment Lease Agreement was recorded on December 28, 1995 at the Interstate Commerce Commission ("ICC") under Recordation No. 19848. Kyle subleased the Equipment to Archer-Daniels-Midland Company, as sublessee, under a Sublease of Railroad Cars dated December 27, 1995. A Memorandum of Sublease of Railroad Cars was recorded on January 4, 1996 at the Surface Transportation Board, the successor to the ICC, under Recordation No. 19848-A.

In consideration of the premises and the agreements herein contained and other good and valuable consideration, BANC ONE ARIZONA is, effective as of the date hereof: (a) assigning to BANC ONE, all rights, title, interests and obligations of BANC ONE ARIZONA in, under and to the Equipment Lease Agreement, and BANC ONE is accepting and assuming all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance; and (b) selling the Equipment to BANC ONE, and BANC ONE shall be the owner of the Equipment and BANC ONE ARIZONA shall have no interest or authority of any nature regarding the Equipment.

This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto have caused this Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

BANC ONE ARIZONA LEASING CORPORATION
as Assignor

By: [Signature]
Name: Richard W. Ballantine
Title: Senior Leasing Officer

BANC ONE LEASING CORPORATION
as Assignee

By: [Signature]
Name: Timothy L. Eckerstock
Title: Officer

STATE OF OHIO)
) ss
COUNTY OF DELAWARE)

On this ____ day of April, 2000, before me personally appeared Timothy Gierman to me personally known, who being by me duly sworn, says that he is the officer, of Eanc One Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.


NOTARY PUBLIC

My commission expires: CHRISTOPHER D. TAMM, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF)
) ss
COUNTY OF)

On this ____ day of April, 2000, before me personally appeared Richard Ballantyne to me personally known, who being by me duly sworn, says that he is the Senior Leasing Officer of Eanc One Arizona Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.


NOTARY PUBLIC

My commission expires: CHRISTOPHER D. TAMM, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.